

1 [INSERT NAME AND ADDRESS]

2 Telephone:

3 Facsimile:

4 Email:

Attorneys for Trustee
(Or Debtor in Possession)

8 UNITED STATES BANKRUPTCY COURT

9 _____ DISTRICT OF CALIFORNIA

10 _____ DIVISION

11 In re:

12 JOHN DOE,

13 Debtor.

CASE NO.
Chapter 7 (or 11)

ORDER AUTHORIZING TRUSTEE
[DEBTOR IN POSSESSION] TO SELL
REAL PROPERTY FREE AND CLEAR
OF LIENS

Hearing

Date:
Time:
Place:

18
19 On the date and at the time set forth above, a hearing was held before the undersigned
20 United States Bankruptcy Judge in the above-captioned chapter __ case of John Doe (the
21 “Debtor”) upon the “Motion to Sell Real Property Free and Clear of Liens” (the “Motion”) filed
22 by _____, [the trustee (the “Trustee”)] [or] [John Doe, in his capacity as debtor in
23 possession (hereinafter referred to in such capacity as the “Trustee”)], there appearing
24 _____, counsel to the Trustee, and other parties in interest as set forth in
25 the recorded transcript of the hearing on the Motion.

26 Based on the record in this case, the findings of fact and conclusions of law entered
27 concurrently herewith and stated on the record pursuant to Federal Rules of Bankruptcy
28 Procedure 9014 and 7052, and good cause appearing therefor,

1 **IT IS HEREBY ADJUDGED AND ORDERED** that:

2 A. The Motion is granted ;

3 B. The terms, conditions, and transactions contemplated by the [insert title of sale
4 agreement] dated [insert date] (the “Agreement”) [a copy of which is attached hereto as Exhibit
5 ____] are hereby approved in all respects, and the Trustee is hereby authorized under 11 U.S.C. §§
6 363(b), (c), (f) and (m) to sell the property described in Exhibit ____ hereto (the “Property”) free
7 and clear of those liens, claims, encumbrances and interests set forth below to _____
8 (the “Purchaser”) on the terms and conditions provided in the Agreement;

9 C. The Trustee is hereby authorized to take all action reasonably required to fulfill the
10 Trustee’s obligations under the Agreement including executing all documents in connection with
11 the sale transaction approved hereby on behalf of the Trustee;

12 D. The sale of the Property shall be free and clear of (1) any ownership interests of
13 _____ [the Record Owner], and [his] predecessors and successors in interest; (2) any
14 unrecorded equitable or legal interests in the Property asserted by any person or entity, or their
15 respective predecessors and successors in interest, unless otherwise expressly provided for by this
16 Order ; (3) the claims or interests asserted by any person or entity, or their respective predecessors
17 and successors in interest, against the Estate which do not constitute liens against or interests in
18 the Property; and (4) the claims or interests asserted by any person or entity, or their respective
19 predecessors and successors in interest, evidenced by the liens, encumbrances and interests of
20 record set forth below:

21 1. [List liens, encumbrances and interests subject to sale free and clear]

22 2.

23 3.

24 Except as authorized for payment by this Order, each lien, encumbrance or interest identified
25 above shall attach, as adequate protection to the holder thereof pursuant to 11 U.S.C. §363(e), to
26 the net proceeds of the sale, after (i) payment of all costs of said sale, and (ii) satisfaction of those
27 liens and encumbrances authorized for payment hereby, with the same extent, validity and
28 priority, if any, as such lien, encumbrance, or interest now has with respect to the Property,

1 subject to any and all defenses, offsets, counterclaims and/or other rights of any party relating
2 thereto;

3 E. The Trustee is hereby authorized to pay directly from the escrow all amounts due
4 which are secured by the following liens and encumbrances:

- 5 1. [Real Property Taxes];
- 6 2. [Undisputed deeds of trust, etc.];

7 F. At the close of escrow of the sale approved by this Order, the Trustee is authorized
8 to pay from the sale proceeds a broker's commission to _____ in an amount equal
9 to ____% of the sale price;

10 G. The Trustee is hereby authorized to pay all other reasonable and customary escrow
11 fees, recording fees, title insurance premiums, and closing costs necessary and proper to conclude
12 the sale of the Property in accordance with the terms of the Agreement;

13 H. This Court shall and hereby does retain jurisdiction to (1) enforce and implement
14 the terms and provisions of the Agreement, all amendments thereto, any waivers and consents
15 thereunder, and any other supplemental documents or agreements executed in connection
16 therewith; (2) compel delivery and payment of the consideration provided for under the
17 Agreement; (3) resolve any disputes, controversies or claims arising out of or relating to the
18 Agreement; (4) authorize the Clerk of this Court to execute any conveyance of title and/or interest
19 required by the Agreement; and (5) interpret, implement, and enforce the provisions of this Order;

20 I. [Notwithstanding Federal Rule of Bankruptcy Procedure 6004(g), this Order shall
21 be effective [immediately] or [__ days after its entry absent a stay pending appeal]];

22 J. Pursuant to 11 U.S.C. §363(m), absent a stay of this Order pending appeal, the
23 reversal or modification on appeal of this Order, or any provisions thereof, shall not affect the
24 validity of the sale transaction approved hereby which is consummated prior to such stay, reversal
25 or modification on appeal;

26 K. The validity of the sale approval hereby shall not be affected by the appointment
27 of a trustee or successor trustee, the dismissal of the above-captioned case, or its conversion to
28 another chapter under Title 11 of the United States Code; and

1 L. Upon consummation of the sale transaction contemplated by the Agreement, the
2 Purchaser will be a buyer in “good faith” within the meaning of 11 U.S.C. §363(m).

3 Dated:

4 UNITED STATES BANKRUPTCY COURT JUDGE
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